

<b>SOLICITATION, OFFER AND AWARD</b>			<b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>		<b>Rating</b> DOA6	<b>Page</b> 1 of 39
<b>2. Contract No.</b>		<b>3. Solicitation No.</b> W52P1J-07-R-0031		<b>4. Type of Solicitation</b> Negotiated (RFP)	<b>5. Date Issued</b> 2007FEB12	<b>6. Requisition/Purchase No.</b> SEE SCHEDULE
<b>7. Issued By</b> HQ ARMY SUSTAINMENT COMMAND AMSAS-ACD-B ROCK ISLAND, IL 61299-6500  BLDGS 350 & 390			<b>Code</b> W52P1J	<b>8. Address Offer To (If Other Than Item 7)</b>		

**SOLICITATION** NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

**9. Sealed offers in original and 1 signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in \_\_\_\_\_ until \_\_\_\_\_ (hour) local time 2007MAY14 (Date).**

**Caution - Late Submissions, Modifications, and Withdrawals:** See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

<b>10. For Information Call:</b>	<b>Name</b> JESSICA DOBBELEARE <b>E-mail address:</b> JESSICA.DOBBELEARE@US.ARMY.MIL	<b>Telephone No. (Include Area Code) (NO Collect Calls)</b> (309)782-2958
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**OFFER (Must be fully completed by offeror)**

**NOTE:** Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

**12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.**

**13. Discount For Prompt Payment**  
(See Section I, Clause No. 52.232-8)

**14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:**

Amendment Number	Date	Amendment Number	Date

<b>15A. Contractor/Offeror/Quoter</b>	<b>Code</b>	<b>Facility</b>	<b>16. Name and Title of Person Authorized to Sign Offer (Type or Print)</b>
<b>15B. Telephone Number (Include Area Code)</b>	<b>15C. Check if Remittance Address is</b> <input type="checkbox"/> Different From Blk 15A- Furnish Such Address In Offer		<b>17. Signature</b>
			<b>18. Offer Date</b>

**AWARD (To be completed by Government)**

<b>19. Accepted As To Items Numbered</b>	<b>20. Amount</b>	<b>21. Accounting And Appropriation</b>	
<b>22. Authority For Using Other Than Full And Open Competition:</b> <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )		<b>23. Submit Invoices To Address Shown In</b> (4 copies unless otherwise specified)	<b>Item</b>
<b>24. Administered By (If other than Item 7)</b>	<b>Code</b>	<b>25. Payment Will Be Made By</b>	
<b>SCD</b>	<b>PAS</b>	<b>ADP PT</b>	
<b>26. Name of Contracting Officer (Type or Print)</b>		<b>27. United States Of America</b>  (Signature of Contracting Officer)	<b>28. Award Date</b>

**IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.**

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SECTION A - SUPPLEMENTAL INFORMATION

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1	52.204-7000 LOCAL	ONLINE REPRESENTATIONS AND CERTIFICATIONS APPLICATION (ORCA)	JUN/2005
<p>Notice to All Contractors: In a final rule contained in the Federal Acquisition Circular 01- 26 (Item I, FAR Case 2002-24) published in the Federal Register on December 20, 2004, the Federal Acquisition Regulation was amended to require offerors to submit representations and certifications electronically via the Business Partner Network. Offerors shall complete an Online Representations and Certifications Application (ORCA) as soon as possible. This solicitation requires online certifications and representations. Failure to complete the ORCA registration may make the offeror ineligible for award. The ORCA can be found at <a href="http://orca.bpn.gov">http://orca.bpn.gov</a>.</p>			

(End of narrative)

(AS7002)

A-2	52.252-4500 LOCAL	FULL TEXT CLAUSES	APR/2006
<p>(a) This contract incorporates one or more clauses and provisions by reference, with the same force and effect as if they were set forth in full text. Upon request the Contracting Officer will make their full text available.</p>			
<p>(b) The entire body of full text regulatory clauses and provisions are no longer included in solicitations or contracts. These clauses and provisions have the same force and effect as if the entire full text was included in the solicitation/contract. Where text has been removed three asterisks are put in its place (***).</p>			
<p>(c) You can view or obtain a copy of all clauses and provisions on the Internet at: <a href="http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm">http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm</a>. Click on command unique first to locate the clause. If it is not located under command unique click on regulatory to find.</p>			
<p>(d) All full text clauses have a 6 or 7 as the third digit of the clause number (i.e., AS7000).</p>			

(End of narrative)

(AS7001)

<p>A-3 This solicitation is issued as an unrestricted Request For Proposal (RFP) for the purpose of obtaining the fabrication, assembly, inspection, and testing of one (1) Explosive Destruction System (EDS) Phase 2 Series unit in support of the Non-Stockpile Chemical Materiel Program (NSCMP). The fabrication and assembly shall be in accordance with the government-provided drawings/specifications contained in the EDS technical data package (TDP) while inspection, testing, and acceptance will be in accordance with the government-provided acceptance test plan.</p>			
<p>A-4 It is anticipated that a Firm-Fixed-Price (FFP) contract will be awarded as a result of this solicitation. Evaluations will be made using full and open competition and a two-step, Low Price Technically Acceptable approach.</p>			
<p>A-5 The proposal preparation period for this solicitation is ninety (90) days from the issuance date of this solicitation. All proposals shall be submitted and received no later than close of business on 14 May 2007 to Contract Specialist, Jessica Dobbeleare, at AMSAS-ACD-B (J. Dobbeleare), 1 Rock Island Arsenal, Rock Island, IL 61299.</p>			
<p>A-6 All comments and/or questions regarding the solicitation shall be submitted within thirty (30) days from the solicitation issuance date to the Contract Specialist, Jessica Dobbeleare, at <a href="mailto:jessica.dobbeleare@us.army.mil">jessica.dobbeleare@us.army.mil</a>. The government will provide answers to any industry's comments and/or questions and/or amendments to the solicitation via the same electronic means.</p>			
<p>A-7 A pre-proposal conference is anticipated to be held, at the Edgewood Area of Aberdeen Proving Ground, approximately thirty (30) days after issuance of this solicitation. Full details for the pre-proposal conference will follow in an ammendment to this solicitation. At that time questions will be received from industry and responded to by the government, as appropriate.</p>			
<p>A-8 The government anticipates evaluating proposals and awarding the contract without conducting discussions. The basic FAR provision 52.215-1, Instructions to Offerors-Competitive Acquisitions, is included in this solicitation. However, if needed, the government reserves the right to hold discussions with offerors in either Step One and/or Step Two. The corresponding revised proposals will be requested under Step One or Step Two if discussions are held.</p>			

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A-9 Attachments 003 and 004 to this solicitation, will be available, on two CDs, upon request to the Contract Specialist, Jessica Dobbeleare, at jessica.dobbeleare@us.army.mil, facsimile 309-782-2958, or 1 Rock Island Arsenal, AMSAS-ACD-B (J. Dobbeleare), Rock Island, IL 61299. Requests should be made as soon as practicable. The request should contain the requester point of contact name mailing address, and a corresponding phone number.

A-10 Notice of Organizational Conflicts of Interest. In accordance with FAR 9.5, a determination has been made that the following organizations are hereby prohibited from offering as prime contractors or participating as subcontractors on this solicitation and/or any resulting contract and/or task order(s):

- A. Science Applications International Corporation  
3465A Box Hill Corporate Center Drive  
Mail Stop 3  
Abingdon, MD 21008
- B. Sandia National Laboratory  
7011 East Avenue  
Livermore, CA 94550
- C. MITRETEK Systems, inc.  
Center for Science and Technology841 Chestnut Street  
3150 Fairview Park Drive South  
Falls Church, VA 22042-4519
- D. Tennessee Valley Authority  
Engineering & Projects Support  
Reservation Road, CTR 1D  
Muscle Shoals, AL 35662-1010

\*\*\* END OF NARRATIVE A 0001 \*\*\*

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS  <u>PRODUCTION QUANTITY</u>  SECURITY CLASS: Unclassified  <u>Packaging and Marking</u>				

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.210-4501 LOCAL	DRAWINGS/SPECIFICATIONS	MAR/1988
(a) In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.			
(b) The following drawing(s) and specifications are applicable to this procurement. Drawings and specifications in accordance with enclosed Technical Data Package EDS PHASE 2 SERIES PROCUREMENT SPECIFICATIONS AND TECHNICAL DRAWINGS, ATTACHMENT 0003 OF SECTION J.			
(End of statement of work)			
(CS6100)			

C-2	52.248-4502 LOCAL	CONFIGURATION MANAGEMENT DOCUMENTATION	MAY/2001
(a) The contractor may submit Engineering Change Proposals (ECPs), Value Engineering Change Proposals (VECPs) (Code V shall be assigned to an engineering change that will effect a net life cycle cost), including Notices of Revision (NORs), and Requests for Deviation (RFDs) for the documents in the Technical Data Package (TDP). The contractor shall prepare these documents in accordance with the Data Item Descriptions cited in block 04 on the enclosed DD Form 1423, Contract Data Requirements List.			
(b) Contractor ECPs/VECPs shall describe and justify all proposed changes and shall include NORs completely defining the changes to be made. Contractors may also submit RFDs, which define a temporary departure from the TDP or other baseline documentation under Government control. The contractor shall not deliver any units incorporating any change/deviation to Government documentation until notified by the Government that the change/deviation has been approved and the change/deviation has been incorporated in the contract.			
(c) If the Government receives the same or substantially the same VECPs from two or more contractors, the contractor whose VECP is received first will be entitled to share with the Government in all instant, concurrent, future, and collateral savings.			
(d) Duplicate VECPs, which are received subsequently, will be returned to the contractor(s) without formal evaluation, regardless of whether or not the first VECP has been approved and accepted by the Government.			
(End of clause)			
(CS7600)			

C-3 THE STATEMENT OF WORK, ATTACHMENT 001 OF SECTION J, AND THE EDS PHASE 2 SERIES PROCUREMENT SPECIFICATIONS AND TECHNICAL DRAWINGS, ATTACHMENT 003 OF SECTION J, ARE INCORPORATED INTO SECTION C.

\*\*\* END OF NARRATIVE C 0001 \*\*\*

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SECTION D - PACKAGING AND MARKING

D-1 THE APPLICABLE PACKING, PACKAGING, AND MARKING REQUIREMENTS SHALL BE IN ACCORDANCE WITH THE STATEMENT OF WORK, ATTACHMENT 001 OF SECTION J, AND THE EDS PHASE 2 SERIES PROCUREMENT SPECIFICATIONS AND TECHNICAL DRAWINGS, ATTACHMENT 003 OF SECTION J.

\*\*\* END OF NARRATIVE D 0001 \*\*\*

D-2 FOR MARKING WARRANTY ITEMS, THE CONTRACTOR SHALL USE MIL-STD-129 (LATEST VERSION), MARKING FOR SHIPMENTS AND STORAGE, AND MIL-STD-130, IDENTIFICATION MARKING OF U.S. PROPERTY (LATEST VERSION).

\*\*\* END OF NARRATIVE D 0002 \*\*\*

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SECTION E - INSPECTION AND ACCEPTANCE

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402

(End of Clause)

(EA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES-FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	52.246-4528	REWORK AND REPAIR OF NONCONFORMING MATERIAL	MAY/1994
	LOCAL		

(a) Rework and Repair are defined as follows:

(1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.

(2) Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.

(b) Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.

(c) Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, DD Form 1694, to the Contracting Officer for review and written approval prior to implementation.

(d) Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.

(e) The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

(End of clause)

(ES7012)

E-4 INSPECTION AND ACCEPTANCE SHALL BE IN ACCORDANCE WITH THE STATEMENT OF WORK, ATTACHMENT 001 OF SECTION J, THE EDS PHSE 2 SERIES ACCEPTANCE TEST PLAN, ATTACHMENT 002 OF SECTION J, AND THE EDS PHASE 2 SERIES PROCUREMENT SPECIFICATIONS AND TECHNICAL DRAWINGS, ATTACHMENT 003 OF SECTION J

\*\*\* END OF NARRATIVE E 0001 \*\*\*

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SECTION F - DELIVERIES OR PERFORMANCE

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(FA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-34	F.O.B. DESTINATION	NOV/1991
F-4	52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	JUN/2003
F-5	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
	DFARS		

F-6 PERFORMANCE AND DELIVERY SHALL BE IN ACCORDANCE WITH THE STATEMENT OF WORK, ATTACHMENT 001 OF SECTION J.

\*\*\* END OF NARRATIVE F 0001 \*\*\*



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SECTION G - CONTRACT ADMINISTRATION DATA

G-1 THE APPROPRIATE ACCOUNTING CLASSIFICATION WILL BE INCORPORATED AS PART OF THE AWARDED CONTRACT DOCUMENT.

\*\*\* END OF NARRATIVE G 0001 \*\*\*

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(HA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.247-7024 DFARS	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
H-2	252.211-7003 DFARS	ITEM IDENTIFICATION AND VALUATION	JUN/2005
(a) Definitions. As used in this clause			

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <http://www.acq.osd.mil/dpap/UID/equivalents.html>.

DoD unique item identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Governments unit acquisition cost means

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractors estimated fully burdened unit

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cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractors estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreets Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC) /EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code.

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at [http://www.acq.osd.mil/dpap/UID/uid\\_types.html](http://www.acq.osd.mil/dpap/UID/uid_types.html).

- (b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.
- (c) DoD unique item identification or DoD recognized unique identification equivalents.
- (1) The Contractor shall provide DoD unique item identification, or a DoD recognized unique identification equivalent, for
  - (i) All delivered items for which the Governments unit acquisition cost is \$5,000 or more; and
  - (ii) The following items for which the Governments unit acquisition cost is less than \$5,000:

Contract Line, Subline, or Exhibit Line Item Number	Item Description

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(iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number \_\_\_\_.

(2) The concatenated unique item identifier and the component data elements of the DoD unique item identification or DoD recognized unique identification equivalent shall not change over the life of the item.

(3) Data syntax and semantics of DoD unique item identification and DoD recognized unique identification equivalents. The Contractor shall ensure that

(i) The encoded data elements (except issuing agency code) of the unique item identifier are marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Data Identifiers (DIs) (Format 06) in accordance with ISO/IEC International Standard 15418, Information Technology EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and ANSI MH 10 Data Identifiers and Maintenance.

(B) Application Identifiers (AIs) (Format 05), in accordance with ISO/IEC International Standard 15418, Information Technology EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and ANSI MH 10 Data Identifiers and Maintenance.

(C) Text Element Identifiers (TEIs), in accordance with the DoD collaborative solution DD format for use until the solution is approved by ISO/IEC JTC1 SC 31. The DD format is described in Appendix D of the DoD Guide to Uniquely Identifying Items, available at <http://www.acq.osd.mil/dpap/UID/guides.htm>; and

(ii) The encoded data elements of the unique item identifier conform to ISO/IEC International Standard 15434, Information Technology Syntax for High Capacity Automatic Data Capture Media.

(4) DoD unique item identification and DoD recognized unique identification equivalents.

(i) The Contractor shall

(A) Determine whether to serialize within the enterprise identifier or serialize within the part, lot, or batch number; and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; and for serialization within the part, lot, or batch number only; original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires unique item identification under paragraph (c)(1)(i) or (ii) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, either as part of, or associated with, the Material Inspection and Receiving Report, the following information:

(1) Concatenated unique item identifier; or DoD recognized unique identification equivalent.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number.

(6) Lot or batch number.

(7) Current part number (if not the same as the original part number).

(8) Current part number effective date.

(9) Serial number.

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(10) Governments unit acquisition cost.

(e) For embedded DoD serially managed subassemblies, components, and parts that require unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report at the time of delivery, either as part of, or associated with the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Concatenated unique item identifier or DoD recognized unique identification equivalent of the parent item delivered under a contract line, subline, or exhibit line item that contains the embedded subassembly, component, or part.

(2) Concatenated unique item identifier or DoD recognized unique identification equivalent of the embedded subassembly, component, or part.

(3) Unique item identifier type.\*\*

(4) Issuing agency code (if concatenated unique item identifier is used).\*\*

(5) Enterprise identifier (if concatenated unique item identifier is used).\*\*

(6) Original part number.\*\*

(7) Lot or batch number.\*\*

(8) Current part number (if not the same as the original part number).\*\*

(9) Current part number effective date.\*\*

(10) Serial number.\*\*

(11) Unit of measure.

(12) Description.

\*\* Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at <http://www.acq.osd.mil/dpap/UID/DataSubmission.htm>.

(g) Subcontracts. If paragraph (c)(1) of this clause applies, the Contractor shall include this clause, including this paragraph (g), in all subcontracts issued under this contract.

(End of clause)

(HA6001)

H-3      52.245-4506      GOVERNMENT FURNISHED PROPERTY  
LOCAL  
Schedule of Government Furnished Property

OCT/1994

(a) Pursuant to the Government Property clause in Section I of this contract, the Government shall furnish F.O.B. contractor's place of performance, the Government-owned property listed in attachment numbers 001/003 of this document for use in the performance of this contract.

(b) The property shall be delivered in accordance with the schedule set forth in attachment numbers 001/003 of this document.

(c) If the property is not received in accordance with the schedule set forth in attachment numbers 001/003 of this document, the Contractor shall immediately notify the Contracting Officer in writing.

(d) The quantity of Government Furnished Material (GFM) which is offered herein is contingent upon award of the total quantity solicited herein. Should the actual quantity awarded be less than the total quantity solicited, the Government retains the right to unilaterally reduce the quantity of GFM which will be provided under any resultant contract. Any said reduction shall be on a pro-rata basis.

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(End of clause)

(HS6075)

H-4      52.246-4557      MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250)      JAN/1995  
LOCAL

Material Inspection and Receiving Report (DD Form 250), required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report', will be distributed by the Contractor in accordance with DOD FAR Supplement Appendix F, Part 4.

Send copies to:

1. Purchasing Office

(End of clause)

(HS6025)

H-5      5101.602-2      AVAILABILITY OF FUNDS      OCT/2001  
AFARS

Funds are not presently available for this acquisition. No contract award will be made until appropriated funds are made available from which payment for contract purposes can be made.

(End of clause)

(HD7006)

H-6      52.242-4591      CONTRACTOR PERFORMANCE INFORMATION      DEC/2005

The successful offeror/bidder under this solicitation is advised that after contract award its performance under this contract will be subject to an assessment(s) in accordance with FAR 42.15 and AFARS 5142.1503-90. The Army Past Performance Management System (PPIMS) will be used to maintain the performance report(s) generated on this contract. The rating system to be used in this assessment shall be as follows:

Exceptional (Dark Blue) Performance meets contractual requirements and exceeds many to the Governments benefit. The contractual performance of the element or sub element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

Very Good (Purple) Performance meets contractual requirements and exceeds some to the Governments benefit. The contractual performance of the element or sub element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

Satisfactory (Green) Performance meets contractual requirements. The contractual performance of the element or sub element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.

Marginal (Yellow) Performance does not meet some contractual requirements. The contractual performance of the element or sub element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractors proposed actions appear only marginally effective or were not fully implemented.

Unsatisfactory (Red) Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub element contains serious problem(s) for which the contractors corrective actions appear or were ineffective.

The evaluation procedures to be used in this assessment, which include coordination with the contractor, are detailed in AFARS 5142.1503-90.

(End of clause)

(HS7015)

H-7	52.247-4545	PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION	MAY/1993
LOCAL			
The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.			
Shipped From:			
<hr/>			
<hr/>			
<hr/>			

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding//// ☐ YES ☐ NO

If YES, give name of rail carrier serving it: \_\_\_\_\_

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: \_\_\_\_\_

Serving Carrier: \_\_\_\_\_

(End of clause)

(HS7600)

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SECTION I - CONTRACT CLAUSES

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	JUL/2004
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP/2006
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP/2005
I-9	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.204-7	CENTRAL CONTRACTOR REGISTRATION	JUL/2006
I-11	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP/2006
I-12	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-13	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-14	52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN/1999
I-15	52.215-8	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT	OCT/1997
I-16	52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-MODIFICATIONS	OCT/1997
I-17	52.215-13	SUBCONTRACTOR COST OR PRICING DATA-MODIFICATIONS	OCT/1997
I-18	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-19	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2004
I-20	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2006) - ALTERNATE II	OCT/2001
I-21	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	SEP/2006
I-22	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-23	52.222-19	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES	JAN/2006
I-24	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-25	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-26	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-27	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP/2006
I-28	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-29	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP/2006
I-30	52.222-39	NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES	DEC/2004
I-31	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-32	52.225-13	RESTRICTION ON CERTAIN FOREIGN PURCHASES	FEB/2006
I-33	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000
I-34	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-35	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-36	52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION	JAN/1997
I-37	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-38	52.232-1	PAYMENTS	APR/1984
I-39	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-40	52.232-11	EXTRAS	APR/1984
I-41	52.232-16	PROGRESS PAYMENTS	APR/2003
I-42	52.232-17	INTEREST	JUN/1996
I-43	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-44	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986) - ALTERNATE I	APR/1984
I-45	52.232-25	PROMPT PAYMENT	OCT/2003
I-46	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-47	52.233-1	DISPUTES	JUL/2002
I-48	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-49	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-50	52.242-13	BANKRUPTCY	JUL/1995
I-51	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-52	52.243-7	NOTIFICATION OF CHANGES	APR/1984



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I-53	52.245-2	GOVERNMENT PROPERTY (FIXED PRICE CONTRACTS)	MAY/2004
I-54	52.246-18	WARRANTY OF SUPPLIES OF A COMPLEX NATURE (MAY 2001) ALTERNATE IV (APRIL 1984)	MAY/2001
I-55	52.246-24	LIMITATION OF LIABILITY- - HIGH-VALUE ITEMS	FEB/1997
I-56	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JUN/2003
I-57	52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS	FEB/2006
I-58	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY/2004
I-59	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-60	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-61	252.201-7000 DFARS	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
I-62	252.203-7001 DFARS	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2004
I-63	252.204-7000 DFARS	DISCLOSURE OF INFORMATION	DEC/1991
I-64	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-65	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	NOV/2003
I-66	252.204-7004 DFARS	CENTRAL CONTRACTOR REGISTRATION (OCT 2003) - ALTERNATE A	NOV/2003
I-67	252.204-7006 DFARS	BILLING INSTRUCTIONS	OCT/2005
I-68	252.205-7000 DFARS	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-69	252.215-7000 DFARS	PRICING ADJUSTMENTS	DEC/1991
I-70	252.219-7003 DFARS	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-71	252.223-7004 DFARS	DRUG-FREE WORK FORCE	SEP/1988
I-72	252.225-7002 DFARS	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
I-73	252.225-7012 DFARS	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	JAN/2007
I-74	252.225-7013 DFARS	DUTY-FREE ENTRY	OCT/2006
I-75	252.226-7001 DFARS	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
I-76	252.227-7013 DFARS	RIGHTS IN TECHNICAL DATA-NONCOMMERCIAL ITEMS	NOV/1995
I-77	252.227-7025 DFARS	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	JUN/1995
I-78	252.227-7030 DFARS	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-79	252.227-7037 DFARS	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA	SEP/1999
I-80	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-81	252.232-7003 DFARS	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	MAY/2006
I-82	252.232-7004 DFARS	DOD PROGRESS PAYMENT RATES	OCT/2001
I-83	252.242-7004 DFARS	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	NOV/2005
I-84	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-85	252.245-7001 DFARS	REPORTS OF GOVERNMENT PROPERTY	MAY/1994
I-86	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
I-87	52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS	JUL/2005

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CONCERNS

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(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

o Offeror elects to waive the evaluation preference.

\*\*\*

(End of clause)

(IF8005)

I-88      52.248-1      VALUE ENGINEERING      FEB/2000

\*\*\*

(m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

These data, furnished under the Value Engineering clause of contract (WILL BE FILLED IN AT TIME OF CONTRACT AWARD), shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations.

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

(IF8400)

I-89      52.215-21      REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST      OCT/1997  
OR PRICING DATA-MODIFICATIONS (OCT 1997) - ALTERNATE III

\*\*\*

c. Submit the cost portion of the proposal via the following electronic media: electronic mail, reference Section L, Instructions to Offerors.

(End of clause)

(IF6103)

I-90      52.246-18      WARRANTY OF SUPPLIES OF A COMPLEX NATURE      MAY/2001

\*\*\*

(b) Contractor's obligations. (1) The Contractor warrants that for twelve (12) months after final acceptance of the equipment (Contracting Officer shall state the specific warranty period after delivery, or the specified event whose occurrence will terminate the warranty period; e.g., the number of miles or hours of use, or combinations of any applicable events or periods of time) all supplies furnished under this contract will be free from defects in material and workmanship and will conform with all requirements of this contract; provided, however, that with respect to Government-furnished property, the contractor's warranty shall extend only to its proper installation, unless the Contractor performs some modification or other work on the property, in which case the Contractor's warranty shall extend to the modification or other work.

\*\*\*

(c)(3) The Contracting Officer shall notify the Contractor in writing of any breach of the warranty in paragraph (b) of this clause within 10 days after discovery of the defect(s) (Contracting Officer shall insert specific period of time in which notice shall be given to the Contractor; e.g. "45 days after delivery of the nonconforming supplies"; "45 days of the last

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delivery under this contract"; or "45 days after discovery of the defect."] The Contractor shall submit to the Contracting Officer a written recommendation within 14 days after receipt of the notice (Contracting Officer shall insert period of time) as to the corrective action required to remedy the breach. After the notice of breach, but not later than 10 days after receipt of the notice (Contracting Officer shall insert period within which the warranty remedies should be exercised) after receipt of the Contractor's recommendation for corrective action, the Contracting Officer may, in writing, direct correction or replacement as in paragraph (c)(1) of this clause, and the Contractor shall, notwithstanding any disagreement regarding the existence of a breach of warranty, comply with this direction. If it is later determined that the Contractor did not breach the warranty in paragraph (b)(1) of this clause, the contract price will be equitably adjusted.

(4) If supplies are corrected or replaced, the period for notification of a breach of the Contractor's warranty in paragraph (c)(3) of this clause shall be 10 days after discovery of the defect(s) (Contracting Officer shall insert period within which the Contractor must be notified of a breach as to corrected or replaced supplies) from the furnishing or return by the Contractor to the Government of the corrected or replaced supplies or parts thereof, or, if correction or replacement is effected by the Contractor at a Government or other activity, for -6- (Contracting Officer shall insert period within which the Contractor must be notified of a breach of warranty as to corrected or replaced supplies) thereafter.

\*\*\*

(End of clause)

(IF6275)

I-91	52.209-4566	NOTICE OF ORGANIZATIONAL CONFLICTS OF INTEREST	JAN/1995
	LOCAL		

In accordance with FAR 9.506, determination has been made that the following organizations are hereby prohibited from offering as prime contractors or participating as subcontractors on this contract:

REFERENCE SECTOION A, CLAUSE A-10.

(End of clause)

(IS6000)

I-92	52.228-4567	REQUIRED INSURANCE	MAY/2005
	LOCAL		

Pursuant to paragraph (a) of FAR Clause 52.228-5, Insurance Work on a Government Installation, or FAR Clause 52.228-7, Insurance Liability to Third Persons, the Contractor shall procure and maintain the following insurance during the entire period of performance under this contract:

<u>TYPE</u>	<u>AMOUNT</u>
Workmens Compensation	As required by Law
Employers Liability	Minimum liability limit \$100,000
General Liability	Minimum bodily injury limits, \$500,000 per occurrence
Automobile Liability	Minimum liability of \$200,000 per person, \$500,000 per occurrence for bodily injury, and \$20,000 per occurrence for property damage
Aircraft Public and Passenger Liability	Coverage required when contract performance involves use of aircraft: Minimum liability of \$200,000 per person, \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Passenger liability shall be at least \$200,000 multiplied by the number of seats or number of passengers, whichever is greater.
Vessel Collision Liability	Coverage required when contract performance involves use of vessels:

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Minimum liability of \$5,000,000 or the market value of the property being shipped by vessel, whichever is greater

(End of clause)

(IS6020)

I-93 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OCT/1997  
OR PRICING DATA-MODIFICATIONS (OCT 97) - ALTERNATE II

\*\*\*

(End of clause)

(IF7011)

I-94 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS SEP/2006  
(a) Definitions. As used in this clause

Commercial item has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

Subcontract includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201). Flow down as required in accordance with paragraph (g) of FAR clause 52.222-39).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract. .

(End of clause)

(IF7045)

I-95 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized

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deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)

(IF7016)

I-96	252.225-7001 DFARS	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	JUN/2005
(a)	Definitions. As used in this clause-		
(1)	Component means an article, material, or supply incorporated directly into an end product.		
(2)	Domestic end product means		
	(i) An unmanufactured end product that has been mined or produced in the United States; or		
	(ii) An end product manufactured in the United States if the cost of its qualifying country components and its components that are mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. The cost of components includes transportation costs to the place of incorporation into the end product and U.S. duty (whether or not a duty-free entry certificate is issued). Scrap generated, collected, and prepared for processing in the United States is considered domestic. A component is considered to have been mined, produced, or manufactured in the United States (regardless of its source in fact) if the end product in which it is incorporated is manufactured in the United States and the component is of a class or kind for which the Government has determined that		
	(A) Sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States; or		
	(B) It is inconsistent with the public interest to apply the restrictions of the Buy American Act.		
(3)	End product means those articles, materials, and supplies to be acquired under this contract for public use.		
(4)	Foreign end product means an end product other than a domestic end product.		
(5)	Qualifying country means any country set forth in subsection 225.872-1 of the Defense Federal Acquisition Regulation Supplement (DFARS).		
(6)	Qualifying country component means a component mined, produced, or manufactured in a qualifying country.		
(7)	Qualifying country end product means		
	(i) An unmanufactured end product mined or produced in a qualifying country; or		
	(ii) An end product manufactured in a qualifying country if the cost of the following types of components exceeds 50 percent of the cost of all its components:		
	(A) Components mined, produced, or manufactured in a qualifying country.		
	(B) Components mined, produced, or manufactured in the United States.		
	(C) Components of foreign origin of a class or kind for which the Government has determined that sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States.		
(8)	United States means the 50 states, the District of Columbia, and outlying areas.		
	(b) This clause implements the Buy American Act (41 U.S.C. Section 10a-d). Unless otherwise specified, this clause applies to all line items in the contract.		
	(c) The Contractor shall deliver only domestic end products unless, in its offer, it specified delivery of other end products in the Buy American Act\'beBalance of Payments Program Certificate provision of the solicitation. If the Contractor certified in its offer that it will deliver a qualifying country end product, the Contractor shall deliver a qualifying country end product or, at the Contractors option, a domestic end product.		
	(d) The contract price does not include duty for end products or components for which the Contractor will claim duty-free		

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**Name of Offeror or Contractor:**

entry.

(End of clause)

(IA7732)

I-97            252.243-7002            REQUESTS FOR EQUITABLE ADJUSTMENT            MAR/1998  
                   DFARS

\*\*\*

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

\_\_\_\_\_

(Official's Name)

\_\_\_\_\_

(Title)

\*\*\*

(End of clause)

(IA7035)

I-98            252.244-7000            SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD            JAN/2007  
                   DFARS            CONTRACTS)

In addition to the clauses listed in paragraph (c) of the Subcontracts for Commercial Items clause of this contract (Federal Acquisition Regulation 52.244-6), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I

(10 U.S.C. 2241 note).

252.247-7023 Transportation of Supplies by Sea (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (10

U.S.C. 2631).

(End of clause)

(IA7745)

I-99            52.201-4500            AUTHORITY OF GOVERNMENT REPRESENTATIVE            FEB/1993  
                   LOCAL

The Contractor is advised that contract changes, such as engineering changes, will be authorized only by the Contracting Officer or his representative in accordance with the terms of the contract. No other Government representative, whether in the act of technical supervision or administration, is authorized to make any commitment to the Contractor or to instruct the Contractor to perform or terminate any work, or to incur any obligation. Project Engineers, Technical Supervisors and other groups are not authorized to make or otherwise direct changes which in any way affect the contractual relationship of the Government and the Contractor.

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(End of clause)

(IS7025)

I-100 252.219-7012 DOD MENTOR-PROTEGE PROGRAM

NOV/2005

a. This clause does not apply to small business concerns.

b. Utilization of the Pilot Mentor-Protege Program is encouraged. Under the Program, eligible companies approved as mentor firms enter into a mentor-protege agreement with eligible protege firms. The goal of the program is to provide appropriate developmental assistance to enhance the capabilities of the protege firm. The Mentor firm may be eligible for cost reimbursement or credit against their applicable subcontracting goals.

c. Mentor firms are encouraged to identify and select concerns that are defined as emerging small disadvantaged business, women-owned small business, HUBZone small business, service-disabled veteran-owned small business, or an eligible entity employing the severely disabled.

d. Full details of the program are located at [http://www.acq.osd.mil/sadbu/mentor\\_protege/](http://www.acq.osd.mil/sadbu/mentor_protege/), <http://sellingtoarmy.info/>, DFARS Appendix I, and DFARS Subpart 219.71, "Pilot Mentor-Protege Program."

(End of clause)

(IS7100)

I-102 252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION (JUN 1995)

I-103 252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (DEC 2006)

\*\*\* END OF NARRATIVE I 0001 \*\*\*

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SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	DELIVERABLE ITEM TECHNICAL SPECIFICATIONS	09-JAN-2007	030	ELECTRONIC IMAGE
Attachment 001	STATEMENT OF WORK FABRICATION, ASEMBLY, AND TESTING OF THE EXPLOSIVE DESTRUCTION SYSTEM (EDS) PHASE 2 SERIES	09-JAN-2007	049	ELECTRONIC IMAGE
Attachment 002	EDS PHASE 2 SERIES ACCEPTANCE TEST PLAN	21-SEP-2006	218	ELECTRONIC IMAGE
Attachment 003	EDS PHASE 2 SERIES PROCUREMENT SPECIFICATIONS & TECHNICAL DRAWINGS	02-OCT-2006	438	MAIL
Attachment 004	EDS PHASE 2 SERIES OPERATIONS AND MAINTENANCE MANUAL & SUPPORT MAINTENANCE MANUAL	30-SEP-2006	999	MAIL
Attachment 005	PAST PERFORMANCE TEMPLATE	31-JAN-2007	004	ELECTRONIC IMAGE
Attachment 006	TECHNICAL/MANAGEMENT TEMPLATE	31-JAN-2007	001	ELECTRONIC IMAGE

J-1 Attachments 003 and 004 will be available, on two CDs, upon request to the Contract Specialist, Jessica Dobbeleare, at jessica.dobbeleare@us.army.mil, facsimile 309-782-2958, or 1 Rock Island Arsenal, AMSAS-ACD-B (J. Dobbeleare), Rock Island, IL 61299. Requests should be made as soon as practicable. The request should contain the requester point of contact name mailing address, and a corresponding phone number.

\*\*\* END OF NARRATIVE J 0001 \*\*\*



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**Name of Offeror or Contractor:**

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>  
The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(KA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	252.209-7001 DFARS	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	OCT/2006
K-2	52.204-8	ANNUAL REPRESENTATIONS AND CERTIFICATIONS	JAN/2006

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is \_\_\_\_\_ [insert NAICS code].

(2) The small business size standard is \_\_\_\_\_ [insert size standard].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (c) applies.

☐ (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of provision)

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K-3                      52.207-4                      ECONOMIC PURCHASE QUANTITY-SUPPLIES                      MAY/2004

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

ITEM	QUANTITY	PRICE QUOTATION	TOTAL
_____	_____	_____	_____
_____	_____	_____	_____

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

(End of provision)

(KF7003)

K-4                      252.225-7000                      BUY AMERICAN ACT-BALANCE OF PAYMENTS PROGRAM CERTIFICATE                      JUN/2005  
DFARS

(a) Definitions. Domestic end product, foreign end product, qualifying country, and qualifying country end product and "United States" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

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**Name of Offeror or Contractor:**

Line Item Number                      Country of Origin

(3) The following end products are other foreign end products:

Line Item Number                      Country of Origin (If known)

(End of provision)

(KA7702)

K-5                      252.247-7022                      REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA                      AUG/1992  
DFARS

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it

\_\_\_\_\_ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_\_ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

(KA7500)

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**Name of Offeror or Contractor:**

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402. (LA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	OCT/2003
L-2	52.211-2	AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST)	JAN/2006
L-3	52.215-1	INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITIONS	JAN/2004
L-4	52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN/2003
L-5	52.232-13	NOTICE OF PROGRESS PAYMENTS	APR/1984
L-6	252.204-7001 DFARS	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING	AUG/1999
L-7	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/2005
L-8	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE	SEP/1990

Any contract awarded as a result of this solicitation will be a D0-A6 rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS)(15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of provision)

(LF6019)

L-9	52.215-20	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997) - ALTERNATE III	OCT/1997
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(c) Submit the cost portion of the proposal via the following electronic media: ELECTRONIC MAIL, REFERENCE SECTION L, INSTRUCTION TO OFFERORS.

(LF6033)

L-10	52.216-1	TYPE OF CONTRACT	APR/1984
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The Government contemplates award of a FIRM-FIXED-PRICE contract resulting from this solicitation.

(End of provision)

(LF6008)

L-11	52.233-2	SERVICE OF PROTEST	SEP/2006
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(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from ADDRESSEE IN BLOCK 7 OF SF 33. [Contracting Officer designate the official or location where a protest may be served on the Contracting Officer.]

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

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(LF6021)

L-12 DFARS	252.211-7001	AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS NOT LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST), AND PLANS, DRAWINGS, AND OTHER PERTINENT DOCUMENTS	MAY/2006
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Offerors may obtain the specifications, standards, plans, drawings, data item descriptions, and other pertinent documents cited in this solicitation by submitting a request to:

REFERENCE SECTION J FOR GUIDANCE CONCERNING ATTACHMENTS 003 AND 004

Include the number of the solicitation and the title and number of the specification, standard, plan, drawing, or other pertinent document.

(End of provision)

L-13 LOCAL	52.215-4571	EXCHANGES WITH INDUSTRY BEFORE RECEIPT OF PROPOSALS	OCT/1997
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A Pre-Proposal Conference will be held at REFERENCE SECTION A, CLAUSE A-7. Wire or telephone the Contracting Officer whether or not you will attend, give name and title of each attendee.

(End of provision)

(LS6013)

L-14	52.215-20	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA	OCT/1997
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(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following paragraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include-

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this

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**Name of Offeror or Contractor:**

provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

(LF7002)

L-15                      AMC                      AMC-LEVEL PROTEST PROGRAM                      MAR/2006

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office (GAO) or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command  
Office of Command Counsel  
9301 Chapek Rd. Room 2-1SE3401  
Ft. Belvoir, VA 22060-5527  
Facsimile number (703) 806-8866 or 8875

The AMC-level protest procedures are found at:

[http://www.amc.army.mil/amc/command\\_counsel/protestlink.htm](http://www.amc.army.mil/amc/command_counsel/protestlink.htm)

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-level Protest Procedures.

(End of provision)

(LM7010)

L-16                      52.214-4584                      HAND-DELIVERED BIDS, QUOTES, OR PROPOSALS                      NOV/2005  
LOCAL

(a) Effective 09 August 2004, should you elect to hand-deliver your bid, quote, or proposal, you must enter Rock Island Arsenal via the Moline entrance gate, and proceed to the Visitor Control Center (Building 23) to obtain a security badge/registration. The Visitor Control Center hours of operation are from 6:00 a.m. until 3:30 p.m. CT. Upon arrival, ask the Visitor Control Center attendant to contact the ASC Bid, Quote and Proposal Receiving Area, (309) 782-0367/5251. If there is no answer on either of these extensions, the attendant should call (309) 782-6895 to reach an alternate point of contact. If you use a delivery service it is your responsibility to ensure they are provided these instructions.

(b) For deliveries made after 3:30 p.m. CT, the carrier must ask the Police Officer at the Moline entrance gate to call the ASC Proposal Receiving Area or alternate number provided in the preceding paragraph so a visitor decal can be issued to enter the Arsenal. The carrier must then proceed to Police Headquarters, Building 225, to obtain a badge, as one cannot be issued out at the gate after 3:30 p.m. CT.

(c) Delivery is to be made to Building 350, 5th Floor, North Bay at Pole C3, "Bid, Quote, and Proposal Receiving Area", (309)782-0367/5251.

(d) Packages must be delivered between the hours of 8:00 a.m. and 4:00 p.m. CT, Monday through Friday. No packages will be accepted on Federal Holidays.

(e) In the event this solicitation is an Invitation for Bids, reference FAR 52.214-7, "Late Submissions, Modifications, and Withdrawal of Bids" (Nov 1999). Conversely, if this solicitation is either a Request for Quotations or Request for Proposals,

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reference FAR 52.215-1, "Instructions to Offerors - Competitive Acquisitions."

(End of provision)

(LS7003)

L-17	52.215-4578	COST DATA BREAKDOWN	OCT/1997
	LOCAL		

Breakdowns of cost data are not requested under this solicitation inasmuch as the Contracting Officer anticipates adequate price competition. However, in the event the Contracting Officer subsequently determines that price competition is inadequate for this procurement, detailed cost data may then be requested in compliance with law and regulations.

(End of provision)

(LS7012)

L-18	52.215-4583	DISCLOSURE OF UNIT PRICES	FEB/2004
	LOCAL		

Unless the offeror notifies the contracting officer, prior to submission of its initial proposal, of an objection to disclosure of its unit price, it is the Government's intent to publicly release (which would include, but is not limited to, a public award synopsis, contractor debrief, procurement history web posting, or Freedom of Information Act (FOIA) request) the unit price(s) stated in the contract awarded under this solicitation. Any objection must be submitted in writing, providing a detailed explanation of how release of the awarded unit price would result in a substantial competitive harm to the contractor. Objections will be reviewed to determine whether harm has been substantiated. Failure to timely notify the contracting officer waives any objection to disclosure of the unit price. A "unit price" is defined as the specified amount to be paid by the Government for the goods or services stated per unit, contract line item, or separately identified contract deliverable. The term "unit price" does not include any information on how the unit price was determined. This constitutes notification pursuant to Executive Order 12600.

(End of provision)

(LS7001)

L-19	52.247-4574	F.O.B. POINT (RFPs)	SEP/1995
	LOCAL		

Offers are requested to be submitted on an F.O.B. basis as set forth in Section B and/or F.

(End of provision)

(LS7007)

**GENERAL INSTRUCTIONS FOR STEP ONE (VOLUMES I AND II)**

L.1. The offeror shall submit an unpriced Technical/Management proposal (Step One, Volume I) addressing the requirements outlined in this solicitation, as well as applicable Past Performance information (Step One, Volume II). No cost data or pricing information shall be submitted with Volumes I or II. Inclusion of cost data or pricing information in Step One, Volumes I or II, may render the proposal unacceptable.

L.2. Offerors who have been determined to be unacceptable under Step One shall not proceed to Step Two and will be notified accordingly by the Government. Otherwise, upon notification of succession to Step Two by the Government, the offeror shall provide a FFP proposal (Step Two, Volume III) for final evaluation.

L.3. The offeror shall comply with all requirements of the proposal preparation instructions. Failure to do so may cause a portion(s) to not be evaluated. Deviations shall be fully explained. Inclusion of price information in the Technical/Management and/or Past Performance volume(s) is not considered an acceptable deviation.

L.4. The offeror shall submit one offer. Alternate or multiple proposals will not be accepted.

L.5. Sheet size of the proposal contents shall be 8 1/2 x 11 inches. In the case of drawings or other graphic material, they should be

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN W52P1J-07-R-0031      MOD/AMD</p>	<p style="text-align: center;"><b>Page 32 of 39</b></p>
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reduced only to the extent legibility is not lost; 11 x 17 inch foldouts are acceptable. All text sheets shall have a margin on all sides of a minimum of one inch. The maximum number of lines of substantive text material shall be 66 per sheet. The number of characters per inch shall be no more than 12. If the page limitations below are exceeded, the pages in excess of the limitation will be disregarded during the evaluation of proposals.

L.6. The offeror shall provide a proposal that is subdivided into two volumes, with Volume I detailing the Technical/Management proposal, and Volume II detailing Past Performance data. In addition to their proposals, the offeror shall submit one, fully executed solicitation. The period for acceptance of offers by the Government is 120 calendar days from date specified for receipt of proposals.

L.7. Failure to submit the Technical/Management or Past Performance volumes will deem the proposal to be considered unacceptable.

L.8. The offeror shall limit the total Technical/Management volume (Volume I) to a maximum of 50 single-sided pages. The offeror shall provide, as a separate attachment to Volume I, an un-priced matrix/breakout of man hours by labor category, bill(s) of material, travel, and other direct costs (ODC). This matrix is not subject to the page limitation for Volume I. The Past Performance volume of the proposal (Volume II) shall have no page limit, but shall contain only information relevant to past performance.

L.9. The offeror shall provide a table of contents for the sections of the proposal, with the submission of the proposal. Proposals shall be tabbed by section. The table of contents and tabs shall not be numbered and shall not count against the page count limitation.

L.10. The offeror shall submit one original and five complete hard copies of their proposal for evaluation by the Government. In addition, the offeror shall submit two electronic copies, on compact discs (CD), of their proposal.

L.11. The Government has identified requirements in the SOW, EDS Technical Drawings, EDS Phase 2 Series Procurement Specifications, and Acceptance Test Plan. Failure to address the minimum requirements in detail may render the offeror's proposal unacceptable and it may not be considered further. Should an offeror elect not to comply with any of the specified requirements, a detailed explanation shall accompany the proposal with a proposed alternative (Volume I). Proposals that merely offer to perform work in accordance with this solicitation or that fail to present more than an indication of capability of compliance with the technical requirements without elaboration will be deemed to be unacceptable and will not be considered further.

L.12. The offeror is further responsible for including sufficient details to permit a complete and accurate evaluation of the proposal. The Government will not make assumptions concerning the offeror's intent, capabilities, facilities, and experiences. The offeror is solely responsible for the clarity of its proposal.

L.13. Due to the nature of the evaluation criteria, some duplication of material may be necessary to adequately address the SOW and solicitation requirements. In such instances, cross-referencing is permissible.

**TECHNICAL/MANAGEMENT (VOLUME I) INSTRUCTIONS:**

**TECHNICAL APPROACH (SUBFACTOR)**

L.14. The offeror shall provide, in detail, its Technical/Management approach for accomplishing the solicitation and SOW requirements, including an understanding of the specific requirements, planning, team organization, experience, key personnel, qualifications, certifications. Resumes for key personnel shall be submitted in the format provided in Attachment 006 and will not be subject to the stated 50-page limitation.

L.15. The offeror shall identify key personnel, such as the Project Manager and Superintendent or equivalent, in the written proposal, and shall include their resumes (Volume I).

L.16. The offeror shall identify the qualifications (including certifications) of the contractor and/or subcontractor personnel in the written proposal. After award, the qualifications shall be submitted for confirmation purposes (Volume I).

L.17. The offeror shall describe its planning and team organization procedures to be used for fulfilling the SOW and solicitation requirements (Volume I).

L.18. The offeror shall provide, in detail, a master schedule reflecting the SOW and solicitation requirements as well as the overall period of performance (POP) (Volume I).

L.19. The offeror shall describe, in detail, the provisions set forth for safety, health, security, and environmental compliance, adequately addressing the SOW and solicitation requirements. The offeror shall discuss its approach to meet the governments commitment to meet all applicable environmental standards and for accepting responsibility and signing the necessary permits (Volume I).

L.20. The offeror shall describe procedures to be used for the determination of the safety-need of noise abatement for the EDS Phase 2 Series unit (Volume I).

L.21. The offeror shall describe all safety aspects, outside of those described in Government furnished documentation, of the EDS Phase



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2 Series unit (Volume I).

L.22. The offeror shall identify all safety equipment specific to the EDS Phase 2 Series, outside of those described in Government furnished documentation (Volume I).

L.23. The offeror shall describe, in detail, any safety interlocks pertinent to the testing and operation of the EDS Phase 2 Series unit and to the safety of the operators (Volume I).

FABRICATION/ASSEMBLY ACTIVITIES (SUBFACTOR)

L.24. The offeror shall describe all fabrication and assembly activities needed to successfully accomplish the SOW and solicitation requirements for fabrication and assembly (Volume I).

L.25. The offeror shall identify the location of the fabrication and/or assembly facility (Volume I).

L.26. The offeror shall describe the methods and resources to be used for accomplishing the fabrication and assembly activities in accordance with the SOW and solicitation requirements (Volume I).

L.27. The offeror shall describe, in detail, the technical milestones that shall be completed to meet the SOW and solicitation requirements (Volume I).

L.28. The offeror shall describe, in detail, the fabrication flow of the EDS Phase 2 Series unit. The offeror shall provide a layout depicting the EDS Phase 2 Series fabrication flow (Volume I).

L.29. The offeror shall describe its established Quality Assurance/Quality Control (QA/QC) program and shall identify all QA guidelines specific to the EDS Phase 2 Series (Volume I).

SHOP TESTING (SUBFACTOR)

L.30. The offeror shall describe, in detail, the shop testing and maintenance required for any major components of the EDS Phase 2 Series unit, to include any monitors or gages installed to verify proper testing and operation of these components (Volume I).

L.31. The offeror shall describe, in detail, the inspection required for the major components of the EDS Phase 2 Series unit during fabrication and testing (Volume I).

L.32. The offeror shall provide technical discussion of their capability for recording testing operations occurring in the Contractors shop (Volume I).

APG TESTING (SUBFACTOR)

L.33. The offeror shall further describe, in detail, the procedures and requirements necessary to transport and set-up the EDS Phase 2 Series unit and prepare it for testing at Aberdeen Proving Ground-Edgewood Area (APG-EA) (Volume I).

L.34. The offeror shall describe, in detail, the procedures, including contingencies, necessary to place the EDS Phase 2 Series unit into final acceptance testing at APG-EA. The offerors procedures shall be in accordance to the Acceptance Test Plan (Volume I).

L.35. The offeror shall describe the support that shall be provided by the Contractor throughout final acceptance testing (Volume I).

PAST PERFORMANCE FACTOR (VOLUME II)

L.36. The offeror shall provide past performance information verifying the Contractor as a recognized and successful fabricator of chemical process systems. The offeror shall describe past performance in providing services such as installing the piping, mechanical equipment, controls, and electrical equipment associated with chemical process systems (Volume II).

L.37. For the Past Performance subfactor, the term offeror includes all team or joint venture members, and subcontractors performing major project functions (i.e., performing critical functions and tasks). The term offeror also includes predecessor companies of the offeror, team or joint venture members, and subcontractors that have undergone a name change, novation, or other similar corporate changeover. The offeror shall cross-reference projects identified in Volume I when discussing past performance in Volume II. The offeror shall ensure that all objectives and requirements of this solicitation are addressed (Volume II).

L.38. The offeror shall provide past performance data from relevant contracts performed by the offeror, individual team or joint venture members, and major subcontractors performing critical functions. Relevancy will be determined by contracts of similar size, scope, and complexity to the fabrication of chemical process systems. The time standards for relevant contracts that must be included are those (1) awarded within three years prior to the closing date of this solicitation; (2) awarded more than three years ago, but completed within one year prior to the closing of this solicitation; or (3) on-going contracts. All relevant Federal Government contracts meeting the

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stated time standards shall be included. State, local, and foreign Government contracts and/or commercial contracts may be included if the Federal Government contracts do not demonstrate adequate relevant past performance in all phases of this project (Volume II).

L.39. The offeror shall describe the history of its organization, and the types and quantities of similar Government contracts for the past three years. The information provided shall focus on (1) similarity of this requirement to past and present efforts performed; (2) termination of past contracts for similar type efforts; (3) cost and schedule delays of past and present efforts, and; (4) authenticity and completeness of data, including contract numbers and points of contact (POCs), submitted subject to validation (Volume II).

L.40. Offerors are advised that both data submitted by the offeror and data independently obtained by the Government may be used to evaluate the offerors past performance in order to determine performance risk. Since the Government may not contact all of the references provided by the offeror, it is incumbent upon the offeror to fully explain the relevance of the data provided and to ensure that the data is current, accurate, and complete (Volume II).

The Government does not assume the duty of searching for clarifications or curing problems it finds with the proposal. Proposals that do not contain the requested information or are not in the requested format may risk not receiving credit for aspects of their past performance, which may result in an increased risk for their performance risk rating.

L.41. The following forms, listed below and included as Attachment 0005 in Section J of this solicitation, shall be completed using Microsoft Word 2003. Two CDs containing the forms and required information shall be provided along with the hard copies included in Volume II of the proposal (Volume II).

- Attachment 005-1: Listing of Relevant Contract Past Performance
- Attachment 005-2: Contract References
- Attachment 005-3: Compliance Record: Health, Safety, Security, and Environmental

L.42. The offeror shall describe practices employed to ensure customer satisfaction (Volume II). In particular, the offeror shall:

- (a) Include mechanisms and processes for soliciting customers for feedback regarding complaints and/or praise, for employee participation in, and incentives for, timely perceiving and reporting of potential problems, and for resolutions of customer dissatisfaction. The offeror shall provide information and references that demonstrate that these practices have been used successfully.
- (b) Provide a Contractors Past Performance Questionnaire to references as indicated on Attachment 005-2 and other persons knowledgeable of the offerors performance on contracts listed in Attachment 005-1. The Government reserves the right to determine to whom and for which contracts questionnaires will be sent to ensure that a fair sampling of past performance is considered.

L.43. For each of the contracts listed in Attachment 005-1, the offeror shall describe its QA/QC program, processes, certification, and practices and how they were implemented. The offeror shall describe the role and authority that quality control officer/personnel have with respect to conflicts involving questions of quality and quality control. The offeror shall provide information and references that demonstrate that quality control has been used successfully on previous contracts (Volume II).

L.44. For each of the contracts listed on Attachment 005-1, the offeror shall discuss any contractor-caused delay that adversely impacted the projects major milestones or objectives. Significantly more important than any individual incident or event is the offerors responsiveness to incidents, which adversely impact timelines of performance (Volume II).

The offeror shall address past performance identifying root causes, developing effective corrective action plans, and following through with those plans to mitigate the impact and to reduce the risk of recurrence.

The offeror shall identify and address any Show Cause letter or Cure Notice issued by a contracting officer for failure to make satisfactory progress or failure to meet contractual schedules.

L.45. For each of the contracts listed in Attachment 005-1, the offeror shall discuss the project management and systems assembly/fabrication aspects that are relative to this project. The offeror shall include relevant examples of Government Projects that required assembly/integration of complex systems. The offeror shall discuss the management of subcontractors. The offeror shall draw parallels between these examples and the requirements of this project and discuss how its past performance could benefit PMNSCM (Volume II).

L.46. The offeror shall complete Attachment 005-2, listing any tools or procedures used to monitor cost control or cost performance on the specific projects. The offeror shall identify all instances where the actual cost to the customer exceeded the proposed cost of the initial award. The offeror shall explain each instance where there were variances and also explain any cost savings to the customer (Volume II).

L.47. If applicable, the offeror shall complete Attachment 005-2 providing a description of the performance over the past three calendar years in compliance with the subcontracting plan, FAR 52.219-8, and FAR 52.219-9. The offeror shall include past small, small

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disadvantaged, woman owned small business, and HUBZone small business utilization goal projections compared to actual achievements (do not include copies of plans themselves). The offeror shall describe the internal methods used to monitor small business utilization (Volume II).

L.48. The offeror shall complete Attachment 005-3, listing all safety, health, security, and environmental non-compliance notice of violations, fines, restraining orders, etc., received within the last three years at any facility owned or operated by the prime or subcontractor(s) performing relevant work. Offerors may attach pages to discuss mitigating circumstances and POCs for verification (Volume II).

L.49. The offeror shall complete the contract Reference Form, Attachment 005-2, to provide references for the Government to contact to verify information obtained by the PRAG for purposes for assessing an offerors performance risk. References shall be provided for each contract listed on Attachment 005-1. For Federal Government contracts these points of contact will normally be the Procuring Contracting Officer, the Administrative Contracting Officer, and/or the Government Program Engineer or Contracting Officers Technical Representative. For other contracts the references shall be customer POC with knowledge of the offerors past performance. It is the responsibility of the offeror to ensure that all information included in this form is current, accurate, and complete (Volume II).

GENERAL INSTRUCTIONS FOR COST FACTOR (VOLUME III) - STEP TWO

L.50. After successful completion of Step One, and when requested by the Government, the offeror shall submit a FFP proposal (Volume III) to the Government for final evaluation. The Cost proposal will be compared to the IGCE for reasonableness and for balanced pricing. An unreasonably priced or unbalanced proposal may be grounds for rejecting the proposal by the Government. The Cost proposal shall be concurrently prepared with the Technical/Management proposal, but not submitted under Step One. The Government anticipates a short turnaround of 15 working days for submission of the Cost proposal under Step Two after the determination of acceptability under Step One. The submission of certified cost/price data or other than cost/price information is not required. The Cost proposal (Volume III) shall have no page limit.

Within 15 working days after notice by the Government of being determined acceptable under Step One, the offeror shall submit Firm-Fixed Prices for the following line items. These line items will be used for comparison of the proposed cost to the IGCE for reasonableness and for balanced pricing.

EDS System Description	Cost
1. Reagent Supply Subsystem	
2. Waste Transfer Subsystem	
3. Helium Leak Detection Subsystem	
4. Shipping Configuration Subsystem	
5. Misc. Tools & Equipment Subsystem	
6. Trailer Subsystem	
7. Rotary Agitation Subsystem	
8. Containment Vessel Subsystem	
9. Hydraulic Nut Subsystem	
10. Clamp Hanger Subsystem	
11. Electrical Subsystem	
12. Trailer Electrical Subsystem	
13. Shipping and Freight	
14. Fabrication/Assembly	
15. Testing (Shop)	
16. Transport System to APG	
17. APG Setup/Testing	
18. Support for Testing	
19. Warranty*	
20. Total of items 1-19	

\*If the warranty will be provided as a not separately priced item, then the offeror shall mark the warranty block as NSP. For evaluation purposes, the aggregate price shall be the total of the line items 1-19.

The warranty will be analyzed for price reasonableness and cost benefit. If determined to be in the best interest of the Government, the warranty will be incorporated into the contract.

L.51. The offeror shall submit one original and two complete hard copies of their Cost proposal for evaluation by the Government (Volume III).

SUBCONTRACTING PLAN

L.52. Large business offerors shall submit, with the Cost proposal, a proposed subcontracting plan in accordance with Federal

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Acquisition Regulation (FAR) 52.219-9 and with Defense FAR Supplement 252.219-7003. The offerors Small Business, Small Disadvantaged Business, and Women Owned Business (S/SD/WOSB) Subcontracting Plan shall include all 11 items cited in FAR Clause 52.219-9, subparagraphs (d) (1) through (11) (Volume III).

\*\*\* END OF NARRATIVE L 0001 \*\*\*

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SECTION M - EVALUATION FACTORS FOR AWARD

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

MA7001

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1	52.225-18	PLACE OF MANUFACTURE	SEP/2006

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(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(End of Provision)

MF6020

M-2	52.215-4586	SECTION M, EVALUATION FACTORS FOR AWARD	OCT/1997
	LOCAL		
The following are the evaluation factors for award:			

M.1. Basis for Award  
The basis of award will be one FFP contract awarded to the aggregate low-priced offer, which was determined acceptable under technical/management and past performance criteria, based on competition.

The government reserves the right to make no award as a result of this solicitation if, upon evaluation, none of the proposals are deemed likely to meet the technical/management or past performance risk requirements at an acceptable cost.

M.2. EVALUATION CRITERIA  
Selection of the successful offeror for award will be based on an evaluation of proposals in two steps with three factors: Technical/Management (Step One), Past Performance (Step One), and Cost (Step Two). The offeror's proposal must have an acceptable rating for both the Technical/Management factor and Past Performance factor in Step One to proceed to Step Two of the evaluation.

For the Technical/Management factor, the following subfactors and elements will be evaluated on an acceptable or unacceptable basis. Failure to address each of the subfactors/elements in an adequate manner will result in an unacceptable rating for those criteria. An unacceptable rating in any of the Technical/Management elements will render the Technical/Management proposal unacceptable, and the offeror will not be considered for Step Two.

A. Technical/Management Factor

A-1 Technical Approach (subfactor)

Understanding of requirements, planning, team organization, experience, key personnel, proof of qualifications, and certifications (element)

Proposed master schedule (element)

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Provisions for Safety, Health, Security, and Environmental compliance (element)

A-2 Fabrication/Assembly Activities (subfactor)

Methods and Resources for Fabrication/Assembly (element)

Description of fabrication assembly flow (element)

Quality Assurance/Quality Control Manual-PQAP (element)

A-3 Shop Testing (subfactor)

Testing, inspection, operation, and maintenance of major components (element)

Conforming to Acceptance Test Plan (element)

A-4 APG Testing (subfactor)

Procedures in place for transport and final acceptance including contingencies (element)

Integration approach for the support to be provided during the APG final acceptance (element)

For the Past Performance factor, the following subfactors will be evaluated on an acceptable or unacceptable basis. Failure to address each of the subfactors in an adequate manner will result in an unacceptable rating for those criteria. An unacceptable rating in any of the Past Performance subfactors will render the Past Performance proposal unacceptable, and the offeror will not be considered for Step Two.

B. Past Performance Factor

B-1 Customer satisfaction (subfactor)

B-2 Quality (subfactor)

B-3 Timeliness or Schedule Control (subfactor)

B-4 Project Management and Systems Assembly/Fabrication (subfactor)

B-5 Cost Control or Cost Performance (subfactor)

B-6 Small Business Goal Attainment (subfactor)

B-7 Compliance Record (environmental, safety, health, and security) (subfactor)

For the Cost factor, pricing will be evaluated on the aggregate total. The Cost Evaluation team will compare the Cost proposal to the Independent Government Cost Estimate (IGCE) for reasonableness and for balanced pricing. An unreasonably priced or unbalanced proposal may be grounds for rejecting the proposal by the government.

Award will be made to the aggregate low-priced offer that was determined acceptable under the Technical/Management and Past Performance factors.

M.3. EVALUATION PROCESS

The government intends to award a single contract for the requirements outlined in this solicitation. The government will conduct a two step request for proposal, outlined as follows:

M.3.1. Step One. The offeror shall submit an unpriced Technical/Management proposal (Volume I) addressing the requirements outlined in this solicitation, as well as applicable Past Performance information (Volume II).

M.3.1.1. Utilizing the evaluation criteria established in this solicitation, the unpriced Technical/Management proposal will be evaluated by the Technical/Management team on a minimum acceptable standards basis as defined by the requirements herein. The Technical/Management team will assign a rating, either acceptable or unacceptable, for each subfactor and element. The Technical/Management proposal (Volume I) will be rated either technically acceptable or technically unacceptable. An unacceptable Technical/Management proposal is one that is determined unacceptable in any element or subfactor.

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M.3.1.2. Utilizing the evaluation criteria established in this solicitation, the PRAG will evaluate the offeror's proposal on its demonstrated involvement in previous relevant Department of Defense or other government contracts and/or related work and its performance on these efforts (Volume II). The PRAG will conduct a performance risk assessment based upon the offeror's record of performance as it relates to the probability of successful accomplishment of this effort. The PRAG will assign an adjectival rating for each subfactor based on its assessment. If any subfactor is rated unacceptable, the proposal will be considered unacceptable. The assignable ratings and definitions are as follows:

Unacceptable: Significant doubt exists, based on the offerors performance record, that the offeror can perform the proposed effort. There is high performance risk that the offeror can successfully perform the contract.

Acceptable: Little or some doubt exists, based on the offerors performance record, that the offeror can perform the proposed effort. There is low to moderate performance risk that the offeror can perform the contract.

The offeror's proposal must have an acceptable rating for both the Technical/Management factor and Past Performance factor to proceed to Step Two of the evaluation. Offerors who have been determined to be unacceptable in either factor of Step One will not proceed to Step Two and will be notified accordingly by the Government.

M.3.2. Step Two. Offerors that have been determined to be acceptable in Step One will be contacted by the government and requested to provide a FFP Cost proposal (Volume III) to the government for final evaluation. The offerors Cost Proposal will be evaluated by the Cost Evaluation team on the aggregate total. Each Cost proposal will be compared to the IGCE for reasonableness and for balanced pricing. An unreasonable or unbalanced proposal may be grounds for rejecting the proposal by the government.

M.3.2.1. For evaluation purposes, the aggregate price shall be the total of the line items 1-19, as identified in Section L, paragraph L.50.

M.3.2.2. Under Step Two, a submitted subcontracting plan, if applicable, will be evaluated on a pass/fail basis in accordance with FAR 52.219-9, DFARS 252.219-7003 and Appendix DD of the Army Federal Acquisition Regulation Supplement (AFARS). The submitted subcontracting plan will be approved by the Contracting Officer prior to contract award. Failure to submit an acceptable subcontracting plan may make the offeror ineligible for award. The acceptable subcontracting plan will be made part of the contract at the time of contract award.

M.4. The government anticipates evaluating proposals and awarding the contract without conducting discussions. The basic FAR provision 52.215-1, Instructions to Offerors-Competitive Acquisitions, will be included in the solicitation. However, if needed, the Government reserves the right to hold discussions with offerors in either Step One and/or Step Two. The corresponding revised proposals will be requested under Step One or Step Two if discussions are held. The Contracting Officer will document this determination in a memorandum for file.

\*\*\* END OF NARRATIVE M 0001 \*\*\*

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MOD/AMD

## SECTION A - SUPPLEMENTAL INFORMATION

AUTO	AS7002	52.204-7000 LOCAL	01-JUN-2005	ONLINE REPRESENTATIONS AND CERTIFICATIONS APPLICATION (ORCA)
AUTO	AS7001	52.252-4500 LOCAL	01-APR-2006	FULL TEXT CLAUSES

## SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

CHANGED	CS6100	52.210-4501 LOCAL	01-MAR-1988	DRAWINGS/SPECIFICATIONS
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(a) In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

(b) The following drawing(s) and specifications are applicable to this procurement. Drawings and specifications in accordance with enclosed Technical Data Package EDS PHASE 2 SERIES PROCUREMENT SPECIFICATIONS AND TECHNICAL DRAWINGS, ATTACHMENT 0003 OF SECTION J.

(End of statement of work)

(CS6100)

AUTO	CS7600	52.248-4502 LOCAL	01-MAY-2001	CONFIGURATION MANAGEMENT DOCUMENTATION
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## SECTION E - INSPECTION AND ACCEPTANCE

AUTO	EF0001	52.246-2	01-AUG-1996	INSPECTION OF SUPPLIES-FIXED-PRICE
AUTO	EF0007	52.246-16	01-APR-1984	RESPONSIBILITY FOR SUPPLIES
ADDED	ES7012	52.246-4528 LOCAL	01-MAY-1994	REWORK AND REPAIR OF NONCONFORMING MATERIAL

## SECTION F - DELIVERIES OR PERFORMANCE

AUTO	FF0040	52.242-15	01-AUG-1989	STOP-WORK ORDER
AUTO	FF0043	52.242-17	01-APR-1984	GOVERNMENT DELAY OF WORK
ADDED	FF0036	52.247-34	01-NOV-1991	F.O.B. DESTINATION
ADDED	FF0019	52.247-55	01-JUN-2003	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY
ADDED	FA0100	252.247-7023 DFARS	01-MAY-2002	TRANSPORTATION OF SUPPLIES BY SEA

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

AUTO	HA0503	252.247-7024 DFARS	01-MAR-2000	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA
AUTO/FIL	HA6001	252.211-7003 DFARS	01-JUN-2005	ITEM IDENTIFICATION AND VALUATION
CHANGED	HS6075	52.245-4506 LOCAL	01-OCT-1994	GOVERNMENT FURNISHED PROPERTY

Schedule of Government Furnished Property



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(a) Pursuant to the Government Property clause in Section I of this contract, the Government shall furnish F.O.B. contractor's place of performance, the Government-owned property listed in attachment numbers 001/003 of this document for use in the performance of this contract.

(b) The property shall be delivered in accordance with the schedule set forth in attachment numbers 001/003 of this document.

(c) If the property is not received in accordance with the schedule set forth in attachment numbers 001/003 of this document, the Contractor shall immediately notify the Contracting Officer in writing.

(d) The quantity of Government Furnished Material (GFM) which is offered herein is contingent upon award of the total quantity solicited herein. Should the actual quantity awarded be less than the total quantity solicited, the Government retains the right to unilaterally reduce the quantity of GFM which will be provided under any resultant contract. Any said reduction shall be on a pro-rata basis.

(End of clause)

(HS6075)

CHANGED	HS6025	52.246-4557	01-JAN-1995	MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250)
		LOCAL		

Material Inspection and Receiving Report (DD Form 250), required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report', will be distributed by the Contractor in accordance with DOD FAR Supplement Appendix F, Part 4.

Send copies to:

1. Purchasing Office

(End of clause)

(HS6025)

ADDED	HD7006	5101.602-2	01-OCT-2001	AVAILABILITY OF FUNDS
		AFARS		
AUTO	HS7015	52.242-4591	01-DEC-2005	CONTRACTOR PERFORMANCE INFORMATION
AUTO	HS7600	52.247-4545	01-MAY-1993	PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION
		LOCAL		

#### SECTION I - CONTRACT CLAUSES

AUTO	IF0001	52.202-1	01-JUL-2004	DEFINITIONS
AUTO	IF0003	52.203-3	01-APR-1984	GRATUITIES
AUTO	IF0006	52.203-5	01-APR-1984	COVENANT AGAINST CONTINGENT FEES
AUTO	IF0028	52.203-6	01-SEP-2006	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
AUTO	IF0352	52.203-7	01-JUL-1995	ANTI-KICKBACK PROCEDURES
AUTO	IF0024	52.203-8	01-JAN-1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
AUTO	IF0114	52.203-10	01-JAN-1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
AUTO	IF0320	52.203-12	01-SEP-2005	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

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AUTO	IF0740	52.204-4	01-AUG-2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
AUTO	IF0162	52.204-7	01-JUL-2006	CENTRAL CONTRACTOR REGISTRATION
AUTO	IF0343	52.209-6	01-SEP-2006	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
AUTO	IF0011	52.211-5	01-AUG-2000	MATERIAL REQUIREMENTS
AUTO	IF0004	52.211-15	01-SEP-1990	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS
AUTO	IF0016	52.215-2	01-JUN-1999	AUDIT AND RECORDS - NEGOTIATION
AUTO	IF0015	52.215-8	01-OCT-1997	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT
ADDED	IF0128	52.215-11	01-OCT-1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-MODIFICATIONS
ADDED	IF0207	52.215-13	01-OCT-1997	SUBCONTRACTOR COST OR PRICING DATA-MODIFICATIONS
ADDED	IF0050	52.215-14	01-OCT-1997	INTEGRITY OF UNIT PRICES
AUTO	IF0334	52.219-8	01-MAY-2004	UTILIZATION OF SMALL BUSINESS CONCERNS
ADDED	IF0043	52.219-9	01-OCT-2001	SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2006) - ALTERNATE II
AUTO	IF0045	52.219-9	01-SEP-2006	SMALL BUSINESS SUBCONTRACTING PLAN
ADDED	IF0333	52.219-16	01-JAN-1999	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN
AUTO	IF0500	52.222-19	01-JAN-2006	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES
AUTO	IF0056	52.222-20	01-DEC-1996	WALSH-HEALEY PUBLIC CONTRACTS ACT
ADDED	IF0066	52.222-21	01-FEB-1999	PROHIBITION OF SEGREGATED FACILITIES
AUTO	IF0057	52.222-26	01-APR-2002	EQUAL OPPORTUNITY
AUTO	IF0061	52.222-35	01-SEP-2006	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
AUTO	IF0063	52.222-36	01-JUN-1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
AUTO	IF0330	52.222-37	01-SEP-2006	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
AUTO	IF0710	52.222-39	01-DEC-2004	NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES
ADDED	IF0326	52.223-6	01-MAY-2001	DRUG-FREE WORKPLACE
ADDED	IF0700	52.225-13	01-FEB-2006	RESTRICTION ON CERTAIN FOREIGN PURCHASES
ADDED	IF0120	52.226-1	01-JUN-2000	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES
ADDED	IF0291	52.227-1	01-JUL-1995	AUTHORIZATION AND CONSENT
ADDED	IF0292	52.227-2	01-AUG-1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
ADDED	IF0323	52.228-5	01-JAN-1997	INSURANCE - WORK ON A GOVERNMENT INSTALLATION
AUTO	IF0049	52.229-3	01-APR-2003	FEDERAL, STATE, AND LOCAL TAXES
AUTO	IF0086	52.232-1	01-APR-1984	PAYMENTS

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AUTO	IF0327	52.232-8	01-FEB-2002	DISCOUNTS FOR PROMPT PAYMENT
AUTO	IF0089	52.232-11	01-APR-1984	EXTRAS
ADDED	IF0081	52.232-16	01-APR-2003	PROGRESS PAYMENTS
AUTO	IF0062	52.232-17	01-JUN-1996	INTEREST
ADDED	IF0094	52.232-23	01-JAN-1986	ASSIGNMENT OF CLAIMS
ADDED	IF0113	52.232-23	01-APR-1984	ASSIGNMENT OF CLAIMS (JAN 1986) - ALTERNATE I
AUTO	IF0432	52.232-25	01-OCT-2003	PROMPT PAYMENT
AUTO	IF0163	52.232-33	01-OCT-2003	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION
AUTO	IF0013	52.233-1	01-JUL-2002	DISPUTES
AUTO	IF0030	52.233-3	01-AUG-1996	PROTEST AFTER AWARD
AUTO	IF0770	52.233-4	01-OCT-2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
AUTO/DEL	IF0126	52.242-2	01-APR-1991	PRODUCTION PROGRESS REPORTS
AUTO	IF0124	52.242-13	01-JUL-1995	BANKRUPTCY
AUTO	IF0159	52.243-1	01-AUG-1987	CHANGES - FIXED PRICE
AUTO	IF0105	52.243-7	01-APR-1984	NOTIFICATION OF CHANGES
ADDED	IF0227	52.245-2	01-MAY-2004	GOVERNMENT PROPERTY (FIXED PRICE CONTRACTS)
ADDED	IF0552	52.246-18	01-MAY-2001	WARRANTY OF SUPPLIES OF A COMPLEX NATURE (MAY 2001) ALTERNATE IV (APRIL 1984)
ADDED	IF0118	52.246-24	01-FEB-1997	LIMITATION OF LIABILITY- - HIGH-VALUE ITEMS
AUTO	IF0039	52.247-63	01-JUN-2003	PREFERENCE FOR U.S. - FLAG AIR CARRIERS
ADDED	IF0450	52.247-64	01-FEB-2006	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS
AUTO	IF0130	52.249-2	01-MAY-2004	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)
AUTO	IF0132	52.249-8	01-APR-1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
AUTO	IF0092	52.253-1	01-JAN-1991	COMPUTER GENERATED FORMS
ADDED	IA0700	252.201-7000 DFARS	01-DEC-1991	CONTRACTING OFFICER'S REPRESENTATIVE
AUTO	IA0702	252.203-7001 DFARS	01-DEC-2004	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT- RELATED FELONIES
ADDED	IA0704	252.204-7000 DFARS	01-DEC-1991	DISCLOSURE OF INFORMATION
AUTO	IA0601	252.204-7003 DFARS	01-APR-1992	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT
AUTO	IA0506	252.204-7004 DFARS	01-NOV-2003	REQUIRED CENTRAL CONTRACTOR REGISTRATION
ADDED	IA0800	252.204-7004	01-NOV-2003	CENTRAL CONTRACTOR REGISTRATION (OCT 2003) - ALTERNATE A

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## DFARS

ADDED	IA0711	252.204-7006 DFARS	01-OCT-2005	BILLING INSTRUCTIONS
AUTO	IA0706	252.205-7000 DFARS	01-DEC-1991	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS
ADDED	IA0721	252.215-7000 DFARS	01-DEC-1991	PRICING ADJUSTMENTS
ADDED	IA0728	252.219-7003 DFARS	01-APR-1996	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)
ADDED	IA0655	252.223-7004 DFARS	01-SEP-1988	DRUG-FREE WORK FORCE
ADDED	IA0733	252.225-7002 DFARS	01-APR-2003	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS
AUTO	IA0738	252.225-7012 DFARS	01-JAN-2007	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES
ADDED	IA0600	252.225-7013 DFARS	01-OCT-2006	DUTY-FREE ENTRY
ADDED	IA0690	252.226-7001 DFARS	01-SEP-2004	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS
ADDED	IA0532	252.227-7013 DFARS	01-NOV-1995	RIGHTS IN TECHNICAL DATA-NONCOMMERCIAL ITEMS
ADDED	IA0575	252.227-7025 DFARS	01-JUN-1995	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS
ADDED	IA0507	252.227-7030 DFARS	01-MAR-2000	TECHNICAL DATA--WITHHOLDING OF PAYMENT
ADDED	IA0511	252.227-7037 DFARS	01-SEP-1999	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA
AUTO	IA0515	252.231-7000 DFARS	01-DEC-1991	SUPPLEMENTAL COST PRINCIPLES
ADDED	IA0774	252.232-7003 DFARS	01-MAY-2006	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS
ADDED	IA0650	252.232-7004 DFARS	01-OCT-2001	DOD PROGRESS PAYMENT RATES
ADDED	IA0525	252.242-7004 DFARS	01-NOV-2005	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM
AUTO	IA0526	252.243-7001 DFARS	01-DEC-1991	PRICING OF CONTRACT MODIFICATIONS
ADDED	IA0760	252.245-7001 DFARS	01-MAY-1994	REPORTS OF GOVERNMENT PROPERTY
AUTO	IA0527	252.246-7000 DFARS	01-MAR-2003	MATERIAL INSPECTION AND RECEIVING REPORT
ADDED/FIL	IF8005	52.219-4	01-JUL-2005	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS

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MOD/AMD

AUTO/CHANGE IF8400 52.248-1 01-FEB-2000 VALUE ENGINEERING

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(m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

These data, furnished under the Value Engineering clause of contract (WILL BE FILLED IN AT TIME OF CONTRACT AWARD), shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations.

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

(IF8400)

CHANGED IF6103 52.215-21 01-OCT-1997 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA-MODIFICATIONS (OCT 1997) - ALTERNATE III

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c. Submit the cost portion of the proposal via the following electronic media: electronic mail, reference Section L, Instructions to Offerors.

(End of clause)

(IF6103)

AUTO/DEL IF6250 52.243-7 01-APR-1984 NOTIFICATION OF CHANGES

CHANGED IF6275 52.246-18 01-MAY-2001 WARRANTY OF SUPPLIES OF A COMPLEX NATURE

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(b) Contractor's obligations. (1) The Contractor warrants that for twelve (12) months after final acceptance of the equipment (Contracting Officer shall state the specific warranty period after delivery, or the specified event whose occurrence will terminate the warranty period; e.g., the number of miles or hours of use, or combinations of any applicable events or periods of time) all supplies furnished under this contract will be free from defects in material and workmanship and will conform with all requirements of this contract; provided, however, that with respect to Government-furnished property, the contractor's warranty shall extend only to its proper installation, unless the Contractor performs some modification or other work on the property, in which case the Contractor's warranty shall extend to the modification or other work.

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(c)(3) The Contracting Officer shall notify the Contractor in writing of any breach of the warranty in paragraph (b) of this clause within 10 days after discovery of the defect(s) (Contracting Officer shall insert specific period of time in which notice shall be given to the Contractor; e.g. "45 days after delivery of the nonconforming supplies"; "45 days of the last delivery under this contract"; or "45 days after discovery of the defect.") The Contractor shall submit to the Contracting Officer a written recommendation within 14 days after receipt of the notice (Contracting Officer shall insert period of time) as to the corrective action required to remedy the breach. After the notice of breach, but not later than 10 days after receipt of the notice (Contracting Officer shall insert period within which the warranty remedies should be exercised) after receipt of the Contractor's recommendation for corrective action, the Contracting Officer may, in writing, direct correction or replacement as in paragraph (c)(1) of this clause, and the Contractor shall, notwithstanding any disagreement regarding the existence of a breach of warranty, comply with this direction. If it is later determined that the Contractor did not breach the warranty in paragraph (b)(1) of this clause, the contract price will be equitably adjusted.

(4) If supplies are corrected or replaced, the period for notification of a breach of the Contractor's warranty in paragraph (c)(3) of this clause shall be 10 days after discovery of the defect(s) (Contracting Officer shall insert period within which the Contractor must be notified of a breach as to corrected or replaced supplies) from the furnishing or return by the Contractor to the Government of the corrected or replaced supplies or parts thereof, or, if correction or replacement is effected by the Contractor at a Government or other activity, for -6- (Contracting Officer shall insert period within which the Contractor must be notified of a breach of warranty as to corrected or replaced supplies) thereafter.

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MOD/AMD

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(End of clause)

(IF6275)

CHANGED IS6000 52.209-4566 01-JAN-1995 NOTICE OF ORGANIZATIONAL CONFLICTS OF INTEREST  
LOCAL

In accordance with FAR 9.506, determination has been made that the following organizations are hereby prohibited from offering as prime contractors or participating as subcontractors on this contract:

REFERENCE SECTOION A, CLAUSE A-10.

(End of clause)

(IS6000)

ADDED/FIL	IS6020	52.228-4567	01-MAY-2005	REQUIRED INSURANCE LOCAL
ADDED	IF7011	52.215-21	01-OCT-1997	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA-MODIFICATIONS (OCT 97) - ALTERNATE II
ADDED	IF7045	52.244-6	01-SEP-2006	SUBCONTRACTS FOR COMMERCIAL ITEMS
AUTO	IF7016	52.252-6	01-APR-1984	AUTHORIZED DEVIATIONS IN CLAUSES
AUTO/DEL	IA7015	252.211-7005	01-NOV-2005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS DFARS
ADDED	IA7732	252.225-7001	01-JUN-2005	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM DFARS
AUTO	IA7035	252.243-7002	01-MAR-1998	REQUESTS FOR EQUITABLE ADJUSTMENT DFARS
ADDED	IA7745	252.244-7000	01-JAN-2007	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS)
AUTO	IS7025	52.201-4500	01-FEB-1993	AUTHORITY OF GOVERNMENT REPRESENTATIVE LOCAL
ADDED	IS7100	252.219-7012	01-NOV-2005	DOD MENTOR-PROTEGE PROGRAM

## SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

AUTO	KA0705	252.209-7001	01-OCT-2006	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY DFARS
AUTO/FIL	KF6006	52.204-8	01-JAN-2006	ANNUAL REPRESENTATIONS AND CERTIFICATIONS
ADDED	KF7003	52.207-4	01-MAY-2004	ECONOMIC PURCHASE QUANTITY-SUPPLIES
ADDED	KA7702	252.225-7000	01-JUN-2005	BUY AMERICAN ACT-BALANCE OF PAYMENTS PROGRAM CERTIFICATE DFARS
ADDED	KA7500	252.247-7022	01-AUG-1992	REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA DFARS

## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

PIIN/SHN W52P1J-07-R-0031

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AUTO	LF0032	52.204-6	01-OCT-2003	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER
AUTO	LF0604	52.211-2	01-JAN-2006	AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST)
ADDED	LF0054	52.215-1	01-JAN-2004	INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITIONS
ADDED	LF0027	52.215-16	01-JUN-2003	FACILITIES CAPITAL COST OF MONEY
ADDED	LF0038	52.232-13	01-APR-1984	NOTICE OF PROGRESS PAYMENTS
ADDED	LA0700	252.204-7001 DFARS	01-AUG-1999	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING
ADDED	LA0654	252.225-7031	01-JUN-2005	SECONDARY ARAB BOYCOTT OF ISRAEL
CHANGED	LF6019	52.211-14	01-SEP-1990	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE

Any contract awarded as a result of this solicitation will be a D0-A6 rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS)(15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of provision)

(LF6019)

CHANGED	LF6033	52.215-20	01-OCT-1997	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997) - ALTERNATE III
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(c) Submit the cost portion of the proposal via the following electronic media: ELECTRONIC MAIL, REFERENCE SECTION L, INSTRUCTION TO OFFERORS.

(LF6033)

CHANGED	LF6008	52.216-1	01-APR-1984	TYPE OF CONTRACT
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The Government contemplates award of a FIRM-FIXED-PRICE contract resulting from this solicitation.

(End of provision)

(LF6008)

CHANGED	LF6021	52.233-2	01-SEP-2006	SERVICE OF PROTEST
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(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from ADDRESSEE IN BLOCK 7 OF SF 33. [Contracting Officer designate the official or location where a protest may be served on the Contracting Officer.]

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

(LF6021)

CHANGED	LA6700	252.211-7001 DFARS	01-MAY-2006	AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS NOT LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST), AND PLANS, DRAWINGS, AND OTHER PERTINENT DOCUMENTS
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Offerors may obtain the specifications, standards, plans, drawings, data item descriptions, and other pertinent documents cited in this solicitation by submitting a request to:

REFERENCE SECTION J FOR GUIDANCE CONCERNING ATTACHMENTS 003 AND 004

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Include the number of the solicitation and the title and number of the specification, standard, plan, drawing, or other pertinent document.

(End of provision)

AUTO/DEL	LM6100	52.211-4510	01-AUG-2001	PARTNERING AMC
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CHANGED	LS6013	52.215-4571	01-OCT-1997	EXCHANGES WITH INDUSTRY BEFORE RECEIPT OF PROPOSALS LOCAL
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A Pre-Proposal Conference will be held at REFERENCE SECTION A, CLAUSE A-7. Wire or telephone the Contracting Officer whether or not you will attend, give name and title of each attendee.

(End of provision)

(LS6013)

ADDED	LF7002	52.215-20	01-OCT-1997	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA
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AUTO	LM7010	AMC	01-MAR-2006	AMC-LEVEL PROTEST PROGRAM
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ADDED	LS7003	52.214-4584	01-NOV-2005	HAND-DELIVERED BIDS, QUOTES, OR PROPOSALS LOCAL
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ADDED	LS7012	52.215-4578	01-OCT-1997	COST DATA BREAKDOWN LOCAL
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AUTO	LS7001	52.215-4583	01-FEB-2004	DISCLOSURE OF UNIT PRICES LOCAL
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ADDED	LS7007	52.247-4574	01-SEP-1995	F.O.B. POINT (RFPs) LOCAL
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#### SECTION M - EVALUATION FACTORS FOR AWARD

ADDED/FIL	MF6020	52.225-18	01-SEP-2006	PLACE OF MANUFACTURE
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CHANGED	MS6001	52.215-4586	01-OCT-1997	SECTION M, EVALUATION FACTORS FOR AWARD LOCAL
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The following are the evaluation factors for award: